RECENT IMPORTANT DECISIONS.

ATTORNEY AND CLIENT—AUTHORITY OF ATTORNEY—COMPROMISE.—Without express authority plaintiff's attorney compromised a cause of action, after suit started, and stipulated for a dismissal upon the merits. Plaintiff by a different attorney brought another action on the same cause. The compromise was pleaded in bar to which the plaintiff replied that said compromise was unauthorized and fraudulent. *Held,* that a general retainer gives no implied power to compromise except in case of emergency, and furthermore as the compromise was not followed by judgment, that the doctrine of collateral attack did not apply. *Nelson* v. *Nelson,* (1910), — Minn. —, 126 N. W. 731.

The courts do not all agree upon the authority of an attorney to compromise his client's claim. *Holker* v. *Parke,* 11 U. S. (7 Cranch) 436 and *Nolan* v. *Jackson,* 16 Ill. 272, are typical cases enunciating the American rule that an attorney has no such implied power. *Bonney* v. *Morrill,* 57 Me. 368; and *Levy* v. *Brown,* 56 Miss. 83 are contra. Generally then in this country such an implied power is not recognized, but it must be noted that an attorney can do all things that pertain to the remedy and not the cause. A dismissal should be carefully distinguished from a compromise. Non-residence of the client does not increase the authority. *Housenick* v. *Miller,* 93 Pa. St. 514. However in England an attorney is a general agent and can compromise. *Butler* v. *Knight,* 2 Exch. 109. But later cases qualify this by requiring good faith and reasonableness, and that the adverse party must be ignorant of any violation of authority. *Swinfen* v *Swinfen,* 18 C. B. 485 and *Whipple* v. *Whitman,* 13 R. I. 512. Under the American rule the client has two alternatives: first, to ignore the old suit and start another (see *Jones* v. *Inness,* 32 Kan. 177); or second, he can have the compromise set aside and the case reinstated (see *Dalton* v. *West End R. R. Co.,* 159 Mass. 221).

ATTORNEY AND CLIENT—DISBARMENT—REASONABLE DOUBT.—Proceedings to disbar appellants for misconduct in conspiring to obtain perjured testimony. *Held,* that disbarment proceedings are civil and not criminal and that allegations need be proved by only a preponderence of the evidence. *In re Darrow* (1910), — Ind. —, 92 N. E. 369.

Many text writers say that when in a civil case a criminal act is one of the allegations to be proved, the ordinary rule in civil cases applies and that a preponderence of evidence suffices. WIGMORE, EVIDENCE, § 2498. WIGMORE particularly says that the above is the rule in disbarment proceedings. But the decisions on this point are not harmonious. In Michigan disbarment proceedings are of a criminal nature and allegations should be clearly supported. *Matter of Baluss,* 28 Mich. 507. In Colorado, clear and convincing proofs are necessary. *People* v. *Pendleton,* 17 Colo. 544. In Utah more than a preponderence of evidence is required. *Re Evans,* 22 Utah 366. In Illinois the case must be clear and free from doubt. *People* v. *Harvey,* 41 Ill. 277.